

Exhibit 2

2.01 Citland hereby grants to ITP the exclusive right in the United States to use the Licensed Trademark in conjunction with the sale of cigarettes pursuant to the Distribution Agreement attached hereto as Exhibit 1. This exclusive License shall remain in full force and effect for as long as the Distribution Agreement remains in full force and effect

2. License of Right to use Licensed Trademark

1.01 The recitals set forth above are incorporated in their entirety into this Agreement

1. Incorporation of Recitals

TERMS OF AGREEMENT

NOW, THEREFORE, any consideration of the mutual promises and covenants as hereinafter set forth and intending to be legally bound, Citland and ITP hereby agree as follows.

WHEREAS, as part of the Distribution Agreement, it is the desire of Citland and ITP to include the Licensed Trademark as referenced above for the same term as the Distribution Agreement shall remain in force and effect;

WHEREAS, Citland has applied to register one specific trademark in the United States Patent and Trademark Office for the sale of cigarettes, the trademark being "BOSTON" (hereafter "Licensed Trademark"), and

WHEREAS, effective November 1, 2000, Citland and ITP entered into an agreement for distribution of Boston cigarettes, a trademark and product owned outside of the United States by Citland, a complete copy of which Distribution Agreement is attached hereto as an Exhibit 1 and incorporated herein by reference, and

RECITALS

This "LICENSE AGREEMENT TO USE TRADEMARKS IN CONJUNCTION WITH DISTRIBUTION OF BOSTON CIGARETTES" is made and entered into and effective November 1, 2000 by and between Citland, Ltd., a corporation of England, whose principal business address is Park House, 15/19 Greenhill Crescent, Watford, Herts. WD18PH, England (hereafter "Citland") and International Tobacco Partners L.L.C., a New Jersey Limited Liability Company whose principal business address is 1080 Lousons Road, Union, New Jersey 07083 (hereafter "ITP").

**LICENSE AGREEMENT TO USE TRADEMARKS
IN CONJUNCTION WITH DISTRIBUTION OF BOSTON CIGARETTES**

Reasonable Right of Inspection for Quality of Merchandise

3

3.01 It is hereby agreed that ITP shall provide to Citiland at least one specimen product (which includes all packaging, advertising, etc.) for each specific product that ITP is selling under the Licensed Trademark at least once every six months during the term of this License Agreement and the associated Distribution Agreement so that Citiland may monitor the quality of the Trademark as they are used in conjunction with the products being sold.

4. Inclusion of All Terms and Conditions of the Distribution Agreement into this License Agreement

4.01 All other terms and conditions of the Distribution Agreement are incorporated by reference into this License Agreement and made a part hereof.

IN WITNESS HEREOF, the parties have executed this License Agreement as of the dates set forth adjacent their respective signatures.

"Citiland"
Citiland, Ltd.

Derek Banks, President

Dated: 25th Nov 2000

"ITP"

International Tobacco Partners, LLC

Jeffrey A. Lavezan,
Managing Member

Dated: 22nd Nov 2000